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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION

ERIC EDWARD ANCTIL,)	Case No. C 05-00735 HRL
)	
Plaintiff,)	STIPULATION OF SETTLEMENT
)	
v.)	as amended, and Order.
)	
UNITED STATES POSTAL SERVICE, et)	
al.,)	
)	
Defendants.)	

IT IS HEREBY STIPULATED by and between plaintiff Eric Edward Anctil and
 defendant United States of America, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled personal
 injury action under the terms and conditions set forth herein.

2. The United States of America, defendant, agrees to pay to the plaintiff the sum of
 \$20,000.00 (Twenty thousand dollars and no cents), which sum shall be in full settlement and
 satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and
 nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen
 bodily and personal injuries, damage to property and the consequences thereof, resulting, and to
 result, from the same subject matter that gave rise to the above-captioned lawsuit, for which

1 plaintiff or his heirs, executors, administrators, or assigns, and each of them, now have or may
2 hereafter acquire against the United States of America or its agents, servants, and employees.

3 3. Plaintiff and his heirs, executors, administrators or assigns hereby agree to accept the
4 sum of \$20,000.00 in full settlement and satisfaction of any and all claims, demands, rights, and
5 causes of action of whatsoever kind and nature, arising from, and by reason of any and all known
6 and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the
7 consequences thereof which they may have or hereafter acquire against the United States of
8 America or its agents, servants and employees on account of the same subject matter that gave
9 rise to the above-captioned lawsuit. Plaintiff and his heirs, executors, administrators or assigns
10 further agree to reimburse, indemnify and hold harmless the United States of America and its
11 agents, servants or employees from any and all such causes of action, claims, liens, rights, or
12 subrogated or contribution interests incident to or resulting from further litigation or the
13 prosecution of claims by plaintiff or his heirs, executors, administrators or assigns against any
14 third party or against the United States of America.

15 4. This stipulation for compromise settlement is entered into by all parties for the
16 purpose of compromising disputed claims and avoiding the expenses and risks of litigation. This
17 settlement does not constitute an admission of liability or fault on the part of the defendant.

18 5. This agreement may be pled as a full and complete defense to any subsequent action or
19 other proceeding which arises out of the claims released and discharged by the agreement.

20 6. It is also agreed, by and among the parties, that the settlement amount of \$20,000.00
21 paid by the United States of America to plaintiff represents the entire amount of the compromise
22 settlement and that the respective parties will each bear their own costs, fees, and expenses and
23 that any attorneys' fees owed by the plaintiff will be paid out of the settlement amount and not in
24 addition thereto.

25 7. It is also understood by and among the parties that, pursuant to Title 28, United States
26 Code, Section 2678, attorneys' fees for services rendered to plaintiff in connection with this
27 action shall not exceed 25 per centum of the amount of the compromise settlement.

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8. Payment of the settlement amount will be made by a check payable to "R. Spencer Quinn and Eric Anctil."

9. Plaintiff is advised that settlement checks are often not available for eight to ten weeks after approval of the settlement by the court. Counsel for the United States of America will notify plaintiff's counsel when the settlement check is available. Within ten (10) days of such notification, plaintiff agrees that he will cause his attorneys to execute and provide to defense counsel, a stipulation of dismissal with prejudice of plaintiff's complaint. Within ten (10) days of receipt of the plaintiff's stipulation of dismissal, the United States of America will deliver the above-referenced settlement check to plaintiff's counsel.

10. Plaintiff hereby releases and forever discharges the United States Postal Service, the United States of America and any and all of their past and present officials, employees, agents, attorneys, their successors and assigns, from any and all obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the allegations set forth in plaintiff's pleadings in this action.

11. The provisions of California Civil Code Section 1542 are set forth below:
"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
Plaintiff, having been apprised of the statutory language of Civil Code Section 1542 by his attorneys, and fully understanding the same, nevertheless elects to waive the benefits of any and all rights he may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understands that, if the facts concerning injuries or liability for damages pertaining thereto are found hereinafter to be other than or different from the facts now believed by him to be true, the Agreement shall be and remain effective notwithstanding such material difference.

12. The parties agree that this stipulation is intended to be a full and final settlement of all claims arising out of the allegations set forth in plaintiff's pleadings in this action. Plaintiff

1 agrees to indemnify and hold harmless defendant United States of America from any and all
2 claims, demands, obligations, liens, and lawsuits brought against the United States of America,
3 its agencies or employees, including but not limited to the United States Postal Service, arising
4 out of the allegations set forth in plaintiff's complaint in this action.

5 13. This instrument shall constitute the entire agreement between the parties, and it is
6 expressly understood and agreed that the agreement has been freely and voluntarily entered into
7 by the parties hereto with the advice of counsel, who have explained the legal effect of this
8 agreement. The parties further acknowledge that no warranties or representations have been
9 made on any subject other than as set forth in this Agreement. This Agreement may not be
10 altered, modified or otherwise changed in any respect except by writing, duly executed by all of
11 the parties or their authorized representatives.

12 14. The parties agree that, should any dispute arise with respect to the implementation of
13 the terms of this Agreement, Plaintiff shall not seek to rescind the Agreement and pursue his
14 original causes of action. Plaintiff's sole remedy in such a dispute is an action to enforce the
15 Agreement in district court. The parties agree that the district court will retain jurisdiction over
16 this matter for the purposes of resolving any dispute alleging a breach of this Agreement, until
17 // February 1, 2006.

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15. This settlement agreement may be signed in counterparts.

DATED: October 3, 2005

KEVIN V. RYAN
United States Attorney

/s/ Claire T. Cormier
CLAIRE T. CORMIER
Assistant United States Attorney
Attorneys for United States of America

DATED: October 3, 2005

/s/ Eric Edward Anctil
ERIC EDWARD ANCTIL
Plaintiff

LAW OFFICES OF R. SPENCER QUINN

DATED: October 3, 2005

/s/ R. Spencer Quinn
R. SPENCER QUINN
Attorneys for Plaintiff

[PROPOSED] ORDER

Pursuant to the parties' stipulation of settlement, IT IS SO ORDERED.

Dated: 10/5/05

/s/ Howard R. Lloyd
HOWARD R. LLOYD
United States Magistrate Judge